

**THIRD REVISED
REAL ESTATE CONTRACT**

THIS CONTRACT OF SALE is made by and between MICHAEL A. CORNELIUS and KIM CORNELIUS ("SELLERS"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

**ARTICLE I
PURCHASE AND SALE**

1.1 SELLERS agree to sell and convey in fee simple by Special Warranty Deed, and BUYER agrees to purchase and pay for Lot Eight (8) Block Twenty-one (21), Fourth Installment of College Hills Estates, an addition to the City of College Station, Brazos County, Texas, ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.2 BUYER has requested Brazos County Abstract Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment, the copies of the instruments referred to in Schedule B as exceptions, within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at its election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case the earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or objections under this Contract.

1.3 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at its election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case neither SELLERS nor BUYER shall have any further rights or objections under this Contract.

(b) The survey drawing shall be certified in favor of the BUYER. The field notes description, if any, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Special Warranty Deed.

1.4 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLERS alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLERS; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.5 The sale of the PROPERTY shall be made by Special Warranty Deed from SELLERS to BUYER.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of FIFTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$57,750.00). The purchase price shall be payable in full at closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

3.1 SELLERS hereby represent and warrant to BUYER as follows:

(a) SELLERS have the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLERS have no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession, except as stated on Exhibit "A" attached. Additionally, SELLERS have no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLERS, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLERS have no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLERS has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLERS have no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLERS have no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLERS have no actual knowledge that SELLERS have not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract, in which case neither party shall have any further obligation to the other.

(h) SELLERS have no knowledge that the PROPERTY contains any environmental hazard.

(i) SELLERS are not "foreign persons" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLERS are not non-resident aliens, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLERS' knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

(k) The PROPERTY is currently under a lease until May 31, 2002, but SELLER will terminate the lease and the PROPERTY will be vacant on or before June 1, 2002.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLERS as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLERS as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company, whose address is 418 Tarrow, College Station, Texas 77840, on or before June 30, 2002, at such time and date as SELLERS and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLERS shall:

(a) Deliver to BUYER a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.

(b) Upon funding, deliver possession of the PROPERTY to BUYER. _____

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple title to the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes.

(e) Pay the SELLERS' expenses and attorney fees.

5.3 Upon such performance by SELLERS at closing, BUYER shall:

(a) Pay the balance of the purchase price and all closing costs, with the exception of pro-rated taxes, at closing.

(b) Pay the recording fees.

(c) Pay the title insurance.

ARTICLE VI SPECIAL CONDITIONS

6.1 The PROPERTY is occupied on a month to month lease by tenant, Jeremy H. Lowe. SELLER agrees to terminate the lease as of May 31, 2002.

6.2 Once the PROPERTY is vacant, SELLER shall not lease or rent the PROPERTY. Any current leases that end after the effective date of this Contract, but before Closing shall not be renewed.

6.3 See Addendum attached.

ARTICLE VII BREACH BY SELLERS

7.1 In the event SELLERS fail to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

(a) Enforce specific performance of this agreement; and/or

(b) Bring suit for damages against SELLERS, if due to Seller's default.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLERS not being in default hereunder), SELLERS shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER, as the case may be, at the addresses set forth below:

SELLERS: MICHAEL A. CORNELIUS
 5606 Tree Oaks Court
 Kingwood, Texas 77346

 KIM CORNELIUS
 5606 Tree Oaks Court
 Kingwood, Texas 77346

BUYER: City of College Station
 Legal Department
 1101 Texas Avenue
 College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel, if any, have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.


9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

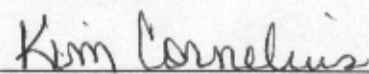
9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

9.12 Effective Date: This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed.

EXECUTED on this the _____ day of _____, 2002.

SELLERS:

 5/13/02
MICHAEL A. CORNELIUS

 5-13-02
KIM CORNELIUS

BUYER:

CITY OF COLLEGE STATION

ATTEST:

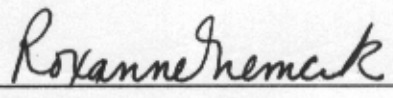
By: _____
RON SILVIA, Mayor

CONNIE HOOKS, City Secretary

APPROVED:

Thomas E. Brymer, City Manager
Date: _____

Charles Cryan, Director of Fiscal Services
Date: _____



City Attorney
Date: 5-14-02

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

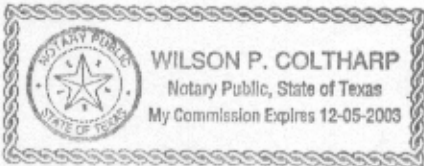
This instrument was acknowledged before me on the ____ day of _____, 2002,
by Ron Silvia as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf
of said corporation.

NOTARY PUBLIC in and for the
STATE OF TEXAS

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13 day of May, 2002,
by MICHAEL A. CORNELIUS.

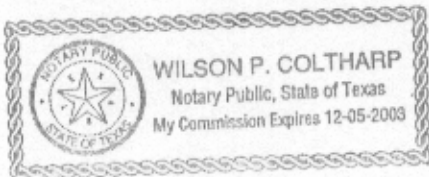


Wilson P. Coltharp
NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13 day of May, 2002,
by KIM CORNELIUS.



Wilson P. Coltharp
NOTARY PUBLIC in and for
the STATE OF TEXAS

ADDENDUM

The following terms are included as part of and to the extent in conflict, control the Real Estate Contract between MICHAEL A. CORNELIUS and KIM CORNELIUS as Seller and the CITY OF COLLEGE STATION, TEXAS ("City") as Buyer:


1. Seller's only expense at Closing shall be Seller's portion of the prorated taxes for 2002. Buyer shall pay for preparation of deed and all normal closing costs; provided, however, that Buyer shall not be liable for any homeowner fees.
2. This offer to purchase is being made by Buyer in lieu of condemnation which shall be sought if such offer is not accepted by Seller.
3. Any improvements to be conveyed as part of the PROPERTY shall be conveyed in the condition "AS IS". Buyer shall be allowed 10 days (the "Inspection Period") from date hereof to physically inspect the PROPERTY and perform any desired testing. Should the results of such testing be unsatisfactory to Buyer, Buyer shall have the right to terminate this contract by written notice to Seller not later than seven (7) days after the Inspection Period. Although Seller is unaware of any contamination of the PROPERTY except that the improvements may have lead-based paint and/or asbestos siding, Seller does not warrant that the PROPERTY does not contain any environmental hazardous material. Upon Closing, Seller shall not be responsible for any costs of remediation, if any. This provision shall survive Closing.
4. Seller shall pay pro-rated rents and security deposit from sale of 203A/B George Bush Drive. Buyer shall receive a credit for same at closing from proceeds of sale of \$798.75.
5. Seller represents that PROPERTY is currently under a month-to-month lease but that lease will terminate or expire and PROPERTY will be vacant on or before June 1, 2002.

DATED: 5/13, 2002

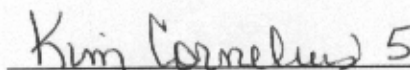
SELLERS:

BUYER:

CITY OF COLLEGE STATION, TEXAS


Michael A. Cornelius 5/13/02

BY: _____
Thomas E. Brymer
City Manager


Kim Cornelius 5-13-02
Kim Cornelius



SELLER'S DISCLOSURE OF PROPERTY CONDITION

(SECTION 5.008, TEXAS PROPERTY CODE)

CONCERNING THE PROPERTY AT 201 GEORGE RUSH DR EAST COLLEGE STATION
(Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller ☐ is ☒ is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? N/A

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Microwave
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Trash Compactor	<input checked="" type="checkbox"/> Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups	<input checked="" type="checkbox"/> Window Screens	<input checked="" type="checkbox"/> Rain Gutters
<input checked="" type="checkbox"/> Security System	<input checked="" type="checkbox"/> Fire Detection Equipment	<input checked="" type="checkbox"/> Intercom System
<input checked="" type="checkbox"/> TV Antenna	<input checked="" type="checkbox"/> Cable TV Wiring	<input checked="" type="checkbox"/> Satellite Dish
<input checked="" type="checkbox"/> Ceiling Fan(s)	<input checked="" type="checkbox"/> Attic Fan(s)	<input checked="" type="checkbox"/> Exhaust Fan(s)
<input checked="" type="checkbox"/> Central A/C	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Wall/Window Air Conditioning
<input checked="" type="checkbox"/> Plumbing System	<input checked="" type="checkbox"/> Septic System	<input checked="" type="checkbox"/> Public Sewer System
<input checked="" type="checkbox"/> Patio/Decking	<input checked="" type="checkbox"/> Outdoor Grill	<input checked="" type="checkbox"/> Fences
<input checked="" type="checkbox"/> Pool	<input checked="" type="checkbox"/> Sauna	<input checked="" type="checkbox"/> Spa Hot Tub
<input checked="" type="checkbox"/> Pool Equipment	<input checked="" type="checkbox"/> Pool Heater	<input checked="" type="checkbox"/> Automatic Lawn Sprinkler System
<input checked="" type="checkbox"/> Fireplace(s) & Chimney (Woodburning)	<input checked="" type="checkbox"/> Fireplace(s) & Chimney (Mock)	<input checked="" type="checkbox"/> Gas Lines (Nat./LP)
<input checked="" type="checkbox"/> Gas Fixtures	Garage: <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached	<input checked="" type="checkbox"/> Carport
Garage Door Opener(s):	<input checked="" type="checkbox"/> Electronic	<input checked="" type="checkbox"/> Control(s)
Water Heater:	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric
Water Supply: <input checked="" type="checkbox"/> City	<input type="checkbox"/> Well	<input type="checkbox"/> MUD
Roof Type: <u>UNKNOWN</u>	Age: <u>UNKNOWN</u>	<input type="checkbox"/> Co-op

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? ☐ Yes ☐ No ☒ Unknown. If yes, then describe. (Attach additional sheets if necessary): _____

2. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<input checked="" type="checkbox"/> Interior Walls	<input checked="" type="checkbox"/> Ceilings	<input checked="" type="checkbox"/> Floors
<input checked="" type="checkbox"/> Exterior Walls	<input checked="" type="checkbox"/> Doors	<input checked="" type="checkbox"/> Windows
<input checked="" type="checkbox"/> Roof	<input checked="" type="checkbox"/> Foundation/Slab(s)	<input checked="" type="checkbox"/> Basement
<input checked="" type="checkbox"/> Walls/Fences	<input checked="" type="checkbox"/> Driveways	<input checked="" type="checkbox"/> Sidewalks
<input checked="" type="checkbox"/> Plumbing/Sewers/Septics	<input checked="" type="checkbox"/> Electrical Systems	<input checked="" type="checkbox"/> Lighting Fixtures
<input checked="" type="checkbox"/> Other Structural Components (Describe) _____		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

3. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Active Termites (includes wood-destroying insects) | <input checked="" type="checkbox"/> Termite or Wood Rot Damage Needing Repair | <input checked="" type="checkbox"/> Previous Termite Damage |
| <input checked="" type="checkbox"/> Previous Termite Treatment | <input checked="" type="checkbox"/> Previous Flooding | <input checked="" type="checkbox"/> Improper Drainage |
| <input checked="" type="checkbox"/> Water Penetration | <input checked="" type="checkbox"/> Located in 100-Year Floodplain | <input checked="" type="checkbox"/> Present Flood Insurance Coverage |
| <input checked="" type="checkbox"/> Previous Structural or Roof Repair | <input checked="" type="checkbox"/> Hazardous or Toxic Waste | <input checked="" type="checkbox"/> Asbestos Components |
| <input checked="" type="checkbox"/> Urea-formaldehyde Insulation | <input checked="" type="checkbox"/> Radon Gas | <input checked="" type="checkbox"/> Lead Based Paint |
| <input checked="" type="checkbox"/> Aluminum Wiring | <input checked="" type="checkbox"/> Previous Fires | <input checked="" type="checkbox"/> Unplatted Easements |
| <input checked="" type="checkbox"/> Landfill, Settling, Soil Movement, Fault Lines | <input checked="" type="checkbox"/> Subsurface Structure or Pits | |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): STRUCTURE MAY
CONTAIN LEAD BASED PAINT AND/OR ASBESTOS SIDING
DUE TO AGE OF STRUCTURE.

4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ Yes (if you are aware) ☒ No (if you are not aware). If yes, explain (attach additional sheets as necessary). _____

5. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- ☒ Homeowners' Association or maintenance fees or assessments.
- ☒ Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ Any lawsuits directly or indirectly affecting the Property.
- ☒ Any condition on the Property which materially affects the physical health or safety of an individual.

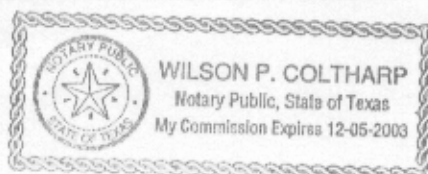
If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

5/13/02 [Signature] 5/13/02 Kim Cornelius
Date Signature of Seller Date Signature of Seller

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Date Signature of Purchaser Date Signature of Purchaser

5/13/02
[Signature]



01A

TREC No. OP-H



**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**

CONCERNING THE PROPERTY AT 201 GEORGE BUSH DR EAST
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☒ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected for the presence of lead-based paint and/or lead-based paint hazards. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract.

D. BUYER'S ACKNOWLEDGMENT(check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☒ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 5/13/02
Seller Date

Buyer Date

Kim Cornelius 5/13/02
Seller Date

Buyer Date

Listing Broker Date

Other Broker Date

The form of this addendum has been approved for voluntary use by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544.

